

DRAFT WITHOUT PREJUDICE

AGREEMENT TO SALE

Project Name : "LA MER REGENCY"
Village : PANVEL
Final Plot No. : 493
Postal Code : 410206
Flat/Shop/Office :
Wing :
Floor No. :
Area Sq. Ft/ Mtr. : Sq.Ft. Carpet
Balcony Open :
Terrace area :
Consideration in Rs. : / -
Stamp Duty Paid Rs. : / -
Reg fee Paid Rs. : / -

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") made at Panvel on thisday of in the year TwoThousand &

BY AND BETWEEN

La Mer Developers Private Limited (Pan No. AAECCL6030A) a Private Limited Company incorporated under Companies Act 2013 having its registered Office at Shop No. 21, Full Stop Mall, Plot No. 1, Sector - 19, Sanpada, Navi Mumbai, Dist Thane (M. S.) 400706 hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) through its authorized representative Mr./Ms. _____ authorized vide Board Resolution Dated _____ of the **ONE PART**;

And

1

Promoter

Allottee

1. **MR/MRS/MS.**(PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____;
2. **MR/MRS/MS.**(PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____;
3. **MR/MRS/MS.**(PAN _____), aged _____ years, an adult Indian Inhabitant, residing at _____;

hereinafter referred to as the "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of Individual, his/her/their respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor, in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the OTHER PART.

The Promoter and the Allottee /s are hereinafter collectively referred to as “Parties” and individually as “Party”.

The expression Promoter includes builder/owner/ developer and Allottee/s wherever used shall mean and include Allottee/s/ Allottee/s of Flat/Shop/Office as the case may be. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this agreement so demands.

WHEREAS By Virtue of ‘Deed of Conveyance’ dated 10/03/1989 executed between the M/s Dwarkadish Roller Flour Mills a duly registered partnership firm & the M/s Balaji Promoters duly registered with Sub- Registrar of Assurance at Panvel under document serial no. 1024/89 on 16/03/1989. M/s Balaji Promoters purchased Piece or parcels of open land under Town Planning Scheme of Panvel (T.P.S. (I) FINAL) bearing Plot No. 493, forming a part of Survey Nos. 439, Hissa No. 2 of Panvel, Area Admeasuring 3977 Sq. Mtr. situated at Panvel and within the Limits of District Raigad (M.S.) 421202 (hereinafter for sake of brevity referred as said plot.) owned by /s Dwarkadish Roller Flour Mills along with all rights in said plot upon terms and conditions mentioned in the above referred deed.

AND WHEREAS Vide, ‘Agreement’ dated 15th May 1995 registered along with ‘Deed of Confirmation’ dated 29th Dec 2006 both executed between Balaji Promoters and the M/s. Kwaliti Developers and by virtue of above said document the M/s Balaji Promoters agreed to sale and the M/s Kwaliti Developers agreed to purchase the said plot along with all rights in said property upon terms and conditions mentioned therein. The said Agreement with *Deed of confirmation* were duly registered with Sub- Registrar of Assurance at Panvel under document serial no. PWL 77/2007 on 03/01/2007. M/s Kwaliti Developers paid entire consideration to the M/s Balaji Promoters in terms of agreement referred here in above.

AND WHEREAS Vide ‘Development Agreement’ dated 15/01/2007 executed between the M/s. Kwaliti Developers and the M/s Kaveri Constructions a registered partnership firm and by virtue of above said agreement M/s. Kwaliti Developers granted development rights in favour of M/s Kaveri Constructions upon terms and conditions mentioned therein. The said development agreement is duly registered with Sub- Registrar of Assurance of

Panvel -1 under document serial no. 533/2007 on 17/01/2007.

AND WHEREAS Vide, 'Sale Deed dated 7th May 2008 executed between Balaji Promoters and the M/s Kaveri Constructions and by virtue of above said document the M/s Kaveri Constructions purchased the said property along with all rights in said property upon terms and conditions mentioned therein. The said sale deed were duly registered with Sub- Registrar of Assurance at Panvel under document serial no. PWL-1 3718/2008 on 9th May 2008.

AND WHEREAS Vide, 'Deed of Conveyance' dated 27th April 2018 executed between the M/s Kaveri Constructions and Lamer Developers (A Partnership Firm) and duly registered with Sub- Registrar of Assurance at Panvel under document serial no. PWL-2 5728/2018 on 27th April 2018. Lamer Developers Purchased the said Plot from M/s Kaveri along with all rights in said plot upon terms and conditions mentioned therein.

AND WHEREAS Vide, 'Deed of Conveyance/Sale Deed' dated 30th May 2021 executed between duly registered with Sub- Registrar of Assurance at Panvel under document serial no. PWL-3 8843/2021 on 31st May 2021. Lamer Developers Pvt Ltd. (The Promoters/builders) purchased the said Plot from Lamer Developers (A Partnership Firm) along with all rights in said plot upon terms and conditions mentioned therein.

AND WHEREAS In pursuance of the above, the promoters/ builders herein has become absolute owner and are absolutely , seized, occupied and possessed of and /or otherwise sufficiently entitle and is in undisturbed occupation of the said plot i.e. Plot No. 493, forming a part of Survey Nos. 439, Hissa No. 2 of Panvel, Area Admeasuring 3977 Sq. Mtr. situated at Panvel and within the Limits of District Raigad (M.S.) 410206 more particularly described in the Schedule - 1 hereunder written (hereinafter referred to as the project land). and by diverse means of assignments and acts in Law and ultimately and under deeds and writings as mentioned herein above promoters is /are entitled and enjoined upon to construct buildings on the said plot in accordance with the recitals herein above.

AND WHEREAS The Promoter has decided to develop the said land by constructing multistore 2 residential cum commercial building upon the said plot /project land and said project shall be known as "La Mer Regency" here

4

in after referred as "Said Project" and area admeasuring 10,288.977 Sq. Mtrs. Or thereabouts.

AND WHEREAS The Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed.

AND WHEREAS The said Promoters have also appointed as their Architects to "M/s 07 Associates" through its Authorized Signatory Adinath V. Patkar having its office at Shop No. 7 & 8, Sai Prasad CHS, Panvel, Dist Raigarh Maharashtra- 410206 and entered into such agreement as prescribed by the Council of Architects, and The Promoters have also appointed a Structural Engineer to Vastukalp through Authorized Signatory Yateesh Tare having office at Sushil Pride, Plot No 67/1 1st Floor, Unit No 101&102 Nr. Garden Hotel, Old Panvel 410206 for the preparation of the structural design and drawing of the buildings and the Promoters accept the professional supervision of the Architect and Structural Engineer till the completion of the buildings/project. However, the promoter herein has reserved the rights to change such Architect and Structural Engineer at any time if so desired by the promoter at its sole discretion.

AND WHEREAS Promoters with help of their Architect has prepared plans specifications and design of the building/s to be constructed on the said project land and submitted to the Competent Authority of said area Panvel Muncipal Corporation (PMC) for its approvals.

AND WHEREAS Panvel Muncipal Corporation (PMC) after scrutinizing and perusal of plans specifications and design of the proposed building/s on the said project land and by following due process of law has given development permission and commencement certificate for residential cum Commercial building on Project Land (Final Plot No 493 at Panvel Tq. Panvel Dist Raigad) and approved submitted building plans, specifications and designs on the terms and condition mentioned in the said permission.

AND WHEREAS The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS The Allottee herein being desirous of purchasing an Flat/Shop/Office in the said project has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Said Act") and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has / have satisfied himself / herself /themselves in respect of marketable title and rights and authorities of the Promoter herein.

AND WHEREAS Promoters made following list documents available for inspection in respect of title and necessary approvals of the project. Copies of the said documents also annexed with this agreement and marked as annexures as mentioned herein written.

AND WHEREAS The authenticated copies of Certificate of Title issued by Adv. Vasantkumar R. Bang the Advocate of the Promoter, authenticated copies of Property card and other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B', respectively**.

AND WHEREAS The authenticated copies of the commencement certificate dated 23/03/2022 bearing no. PMC/TP/Panvel /493/21-22/16293/866/2022 issued by Panvel Municipal Corporation (PMC) by for constructing residential cum Commercial building on Project Land (Final Plot No 493 at Panvel Tq. Panvel Dist Raigad) have been annexed and marked as **Annexure 'C'**. and shall obtain the balance approvals from time to time , as well as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS The Layout Plan of the Project Land is annexed and

marked as **Annexure C-1** .

AND WHEREAS The authenticated copies of the floor wise approved plans proposed by the Promoter and according to which the construction of the buildings and open spaces along with floor wise units to be constructed have been annexed and marked as **Annexure- C2**.

AND WHEREAS the specific drawing map Apartment /Shop/ Unit agreed to be purchased by the Allottee have been annexed and marked as **Annexure- D**.

AND WHEREAS List of Common Amenities agreed to be provided by the promoter Annexed and Marked as **Annexure E**.

AND WHEREAS List of Apartment Amenities agreed to be provided by the promoter Annexed and Marked as **Annexure E-1**.

AND WHEREAS The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No authenticated copy have been annexed and marked as **Annexure F**.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s /phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction Project Land of the project, which is to be developed on the in the name and style of "La Mer Regency " for predominantly residential/mixed use (including commercial, retail, hospitality or any other commercial use or purpose as per permission/s obtained from the competent authorities consisting of 2 no. of

7

Building(s)/Wing(s)/Tower (s) comprising each Wing Ground + 13 Floor. Building 1 and 2 are collectively hereinafter referred to as “Wings / Buildings / Towers”. Further, (i) ground floor of the Wing(s)/Building(s)/Tower(s) consists of common areas of the Project along with development of commercial/retail /shop use; and (ii) 1st floor of Building(s) /Wing (s)/Tower (s) consists of Commercial Office Space and Residential Flat/s and (iii) second and upper floor consist of Common Amenities and Residential Flats as decided by the Promoter and approved by the competent authority from time to time (“Retail Component”).

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he/she/they is/are aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings in the said project and apartment as mentioned

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS the allottee/s (after due verification and satisfaction in respect of title of the promoter and other relevant agreement) applied to, the Promoter, for allotment to the Allottee/s, of the Apartment, with the benefit of the use of the Parking Space/s as amenity thereto and allottee/s has agreed to purchase the said flat/unit /shop based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee/s strictly.

AND WHEREAS Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the

Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.

AND WHEREAS Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

And that the allottee/s has/have not given to any third party any rights to enforce this said agreement unless the said unit is transferred to him /her/ them.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/ Allottee/s hereby agrees to purchase the Flat/Shop/Office and the garage/covered parking (if applicable).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.

2. **Definitions:** In this agreement, unless the context otherwise requires the words:

I. "Agreement" means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes supplementary and to, or as a modification or amendment of, this Agreement.

II. "Purchase Price" means the purchase price and consideration payable by the Allottee/s, against Flat/ Unit / Shop along with and or without Car Parking as the case may be and as mentioned in Annexure 'D-1 ' hereto.

III. "Aggregate Payments" means all Purchase Price, Interest, Liquidated Damages, contributions and Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;

IV. "Carpet Area (RERA)" means net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.

V. "Project" means the development and construction of the 2 (two) multi-storied residential cum commercial building (Wing A & B as per Approvals), currently proposed up to 13th Floor including the Limited Common Areas & Amenities related thereto.

3. Construction

i. The Promoter shall construct (i) Tower no. 1 consisting ground + 13 upper floor and (ii) Tower no. 2 consisting of ground + 13 floor comprised in the said Project in accordance with the plans, designs and specifications as approved by Panel Municipal Corporation (PMC) from time to time.

Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat/Shop / Office of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the sanctioned plans/layout of the Project, the Promoter shall obtain prior consent in writing of the Allottee/s in respect of such alteration or addition or variation or modification except any alteration or addition required by any Government authorities or due to change in law.

- ii.** The Promoter has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that presently concerned competent authority has sanctioned plans for: (i) Tower no. 1 & 2 ground and 09 upper floors; ii. The Promoter is proposing to construct 4 or more upper floors above the 9th floors of the Building/s, resulting in an overall height of 13 floors of the building/s. In order to further enhance the design and infrastructure of the Project, the Promoter may amend the sanctioned plans by making application to the concerned competent authorities for incorporating following modifications in the Retail Component without impacting the Flat/Shop/Office in any manner to increase floor and units along with required corresponding changes. The Allottee/s has/have perused and understood and has/have been made aware about the modifications/amendments/alterations by the Promoter and has/have provided his/her/its/their consent thereto and have agreed that he/she/it/they shall not raise any objection, claim or dispute against the Promoter for carrying out the proposed/ modifications /alterations / amendments in the plans at any time in future and also agree/s and undertakes/undertake to extend all necessary co-operation to the Owner/Developer for making the said modifications/ revisions.
- iii.** The Promoter has informed to the Allottee(s) that 13 number of floors of proposed 2 building/tower/wings consisting 198 Residential + 5 Shops & 6 Office premises to be constructed subject to promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be

constructed on the said Building will be lower than the proposed floors. The Allottee(s) has agreed to purchase the said Flat/Shop/Office considering the number of floors the said Building being anywhere between 9 to 13 and thus the last habitable floor of the said Building can be anywhere above 9 floors. The Allottee(s) has made informed decision to purchase the said Premises considering the said Building having minimum 9 floor or maximum 13 floor or more.

- iv.** The Allottee/s further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the sanctioned plans/layout in such manner as the Promoter may deem fit, subject however to the sanction of the concerned authorities, if required by the concerned authorities. The Promoter shall be entitled to carry out minor alternation/additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.
- v. Description of Flat/Shop/Office, Car Park(s) and Common Areas and Facilities & Total Consideration**

Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of Applicable Law),

a) Residential Flat / Commercial Shop/ Office described in the **Annexure ‘D-1’ and Second Schedule** hereunder written and shown in drawings Annexed and Marked as **Annexure-D** for the consideration mentioned in **Annexure ‘D-1’** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities described in the **Annexure ‘E’** (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

b) The Promoter along with Flat/Shop/Office hereby agrees to allot/sale to the Allottee, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter mechanical stackable covered/stilt parking slot/s (“**Car Parking Slot/s**”). described in the **Annexure ‘D-1’ and Second Schedule** hereunder written situated at for the consideration as mentioned in **Annexure ‘D-1’** solely and exclusively for the parking of the Allottee/s two- wheelers/four-wheelers (light motor vehicles), and for no other purposes whatsoever.

C) The details about the nature of car parking slot/s number/s, location of the car park/s, car parking number/s shall be separately communicated to the Allottee (if not mentioned) Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

d) The Allottee is further aware that, the Promoters have not allotted the car parking slot/s to those Allottee/s who have not requested for the allotment of Car Parking Slot/s and hence those Allottees are not entitled to use Car Parking Slot/s.

e) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the Flat/Shop/Office to be provided by the Promoter in the said Building(s)/Wing(s) and the Flat/Shop/Office as are set out in **Annexure 'E-2_'**, annexed hereto or its equivalent thereof. The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.

f) In consideration of the above, the Allottee/s hereby agrees to pay to the Promoter a total lump sum sale consideration as mentioned in **Annexure D-1** comprising of the cost Carpet Area of the Flat/Shop/office and other exclusive areas and Car Park(s), proportionate consideration for common areas charges.

Along with the aforementioned Total Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Promoter, amounts as specified in **Annexure -D3** of this Agreement towards other charges.

4. VARIATION IN AREA

The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee/s after the construction of the Building(s)/Wing(s) completed and after the receipt of occupancy certificate from the competent authority, In the event of any variation in the Carpet Area of the Flat/Shop/Office, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in such event only amount shall be adjusted on pro-rata basis adjustment in the last installment payable by the Allottee/s towards the Total Consideration as mentioned in Annexure – D1 All these monetary adjustments shall be made at the same rate per square meter.

5. Payment Schedule & Manner of Payment

- a) The Allottee/s hereby agrees and undertakes to pay to the Promoter the Total Consideration as mentioned in Annexure D-1 and in the manner mentioned in **Annexure -D-2**.
- b) The Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
- c) The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.
- d) All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "PROMOTERS ACCOUNT".

e) For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:

Beneficiary's Name :
Beneficiary's Account No. :
Bank Name :
Branch Name :
Bank Address :
Swift Code :
IFSC Code :

f) In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat/Shop/Office, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn in favour of "Promoter".

g) Further, at the express request of the Allottee/s, the Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Promoter may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

h) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 3,000/- (Rupees Three Thousand only) for dishonor of a particular payment instruction for

first instance and for second instance the same would be Rs. 6,000/- (Rupees Six Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

- i) The Total Consideration is escalation-free, save and except escalations / increases / impositions levied by any statutory authority (ies), local bodies/ government, competent/planning authorities ("**Authorities**") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities.

6. Taxes

The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax(GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Flat/Shop/Office .

For the purpose of this Agreement,

- i. "**GST**" means and includes any tax imposed on the supply of goods or services or both under GST Law.
- ii. "**GST Law**" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.
- iii. "**Cess**" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.
- iv. Taxes shall be payable by the Allottee/s on demand made by the Promoter within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same.

7. Tax Deducted at Source

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter , whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

8. Payment of Other Charges

The Allottee/s shall on or before delivery of possession of the said Flat/Shop/Office/Unit deposit and keep deposited with the Promoter the amounts mentioned in **Annexure – D3**

9. Legal charges for formation of society / limited company / federation / Apex Body

The Allottee/s shall on demand pay to the Promoter a sum of Rs. _____/- (Rupees _____-only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoter in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

10. Promoter to appropriate dues

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

11. Time is of essence

a.) Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop/Office to the Allottee/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case maybe.

b.) Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as provided in clause hereinabove.

12. Interest

- a) All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of
- (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or
 - (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- b) Any overdue payments so received will be first adjusted against Interest then towards statutory dues then towards other dues/charges as maybe payable in terms of this Agreement and subsequently towards outstanding principal amounts and subsequently towards outstanding principal amounts.
- c) Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Flat/Shop/Office and the Car Park(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter . It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

13. Floor Space Index

- a. The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned on the basis of the available Floor Space Index (“FSI”) on the Land.
- b. The Promoter declares that FSI available as on date in respect of the Land is 10361.596 square meters only and the Promoter has planned to utilize FSI of 38088.93 square meters on the said Project by utilizing the FSI of the said Land or by availing of TDR or FSI available on payment of premiums or FSI

available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.

- c. Further, the Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the total FSI emanating from the entire area of the Land on which it is being constructed. The Promoter in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Land as it thinks fit and the Allottees of the apartment(s) / flat (s) / Shop/Office in such buildings (including the Allottee/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Land.
- d. The Allottee/s acknowledge(s) that the Promoter alone is entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Promoter deems fit.
- e. The Allottee/s further acknowledge(s) that, at its sole discretion (i) the Promoter shall also be entitled to freely deal remnant FSI/TDR emanating out of the Land including by way of sale/transfer to any entity as the Promoter may deem fit in accordance to the then existing laws. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the Land.
- f. Neither the Allottee/s nor any of the other Allottees of the Flat/Shop/Office in the buildings being constructed on the Project Land (including the Building) nor the association / Apex Body / apex bodies to be formed of Allottees of apartment(s) / flat(s) / shop/ office in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the Land.
- g. All FSI and/or TDR at any time available in respect of the Land in accordance with the plans or any part thereof shall always belong absolutely to the Promoter , till the time development of the Project Land getting completed by the Promoter and building(s) / Project Land as contemplated in the act conveyed to the Society/association / apex body by the Promoter in the

manner set out herein below.

- h. The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Allottee/s / association / Apex Body / Apex Bodies. In the event of any additional FSI in respect of the Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Land as may be permissible.
- i. The Allottee/s or the association / Apex Body / Apex Bodies of the Allottees shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Land. It is also agreed by the Allottee/s that even after the formation of the association / Apex Body / Apex Bodies, the Promoter, if permitted by the PMC and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Promoter who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Promoter may deem fit.

14. Adherence to Sanctioned Plans

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Flat/Shop/Office to the Allottee/s obtain from the concerned local authority occupancy certificate in respect of the Flat/Shop/Office.

15. Possession

a) The Promoter shall offer possession of the Flat/Shop/Office to the Allottee/s, after obtaining the Occupation Certificate for the said Flat/Shop/Office on or before __day of __, 20 (“Possession Date”) and shall deliver the Common Areas and Facilities such as on or before _____, subject to any further extension as may be prescribed by the government/competent authority from time to time and the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of Aggregate amounts. Provided however that the Possession Date and delivery date of the Common Areas and Facilities such as _____ shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s (“Extension Event”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court; and (c) epidemic/pandemic.

b) Further, in the event the Promoter is unable to offer possession of the Flat/Shop/ Office on or before the Possession Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee/s, the Promoter shall refund the amounts received from the Allottee/s along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the Flat, and the Promoter shall be entitled to deal with the same at its sole discretion.

c) **Manner of Taking Possession**

- i. The Allottee/s shall take possession of the Flat/Shop/Office within 15 (fifteen) days from the date Promoter offering possession of the Flat/shop/office/unit by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/Shop/Office to the Allottee/s. Upon receiving possession of the Flat/Shop/Office or expiry of the said 15 days from offering of the possession (“Possession Date”), the Allottee/s shall be deemed to have accepted the Flat/shop/office/unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed.

The Allottee/s expressly understands that from such date, the risk and ownership to the Flat/Shop/Office shall pass and be deemed to have passed to the Allottee/s.

- ii. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Flat/Shop/Office within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of the Total Area of the Flat/Shop/Office (“Holding Charges”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat/Shop/Office shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- iii. It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Flat/Shop/Office, the Allottee/s shall not be entitled to terminate this Agreement. Further in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Flat/Shop/Office within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Flat/Shop/Office along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer’s obligation of delivering possession of the Flat/Shop/Office shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Flat/Shop/Office.

16. Outgoings

- a) From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management

and maintenance of the land and building/s.

- b) Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the common organization. The Allottee/s further agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Promoter to the common organization.
- c) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- d) In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Developer/Allottee/both, as the case may be, in accordance with the agreed terms of payment.

17. Defect Liability Period

- a) If the Allottee brings to the notice of the Promoter any structural defect in the Flat/Shop/Office /Building(s)/Wing(s) within a period stipulated under the Relevant Laws, it shall wherever possible be rectified by the Promoter without further charge to the Allottee/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat/shop/office/unit / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service.
- b) After the Possession Date, any damage due to wear and tear of whatsoever

nature is caused to thereto (save and except the defects as mentioned in Clause), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. Foreign Exchange Management Act

The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Flat/Shop/Office are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter accepts no responsibility in this regard and the Allottee/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

19. Anti-Money Laundering

a. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Flat/Shop/Office is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “Anti Money Laundering”).

b. The Allottee/s further declare(s) and authorize(s) the Promoter to give

personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

c. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Flat/Shop/Office neither have any claim/demand against the Promoter , which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

20. Default By Allottee/s

a.) In the event if the Allottee/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction.

b.) In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan)

which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (collectively referred to as the “Non-Refundable Amounts”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the deed of cancellation or such other document (“Deed”) within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer’s right to forfeit and refund the balance to the Allottee/s and the Developer’s right to sell/transfer the Flat/Shop/Office including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Flat/Shop/Office and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

c.) Termination by Allottee/s prior to receipt of Occupation Certificate.

In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Developer’s default, then the Allottee/s shall give a prior written notice (“Notice”) of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with clause 20.B and the Promoter shall be entitled to forfeit the Non-Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Promoter, comply with all other requirements of the Promoter as would be required for effective termination of this Agreement including but not limited to timely execution and

registration of the Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the Flat/Shop/Office and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. Further, upon such termination, the Promoter shall be entitled to deal with the aforementioned Flat/Shop/Office at its sole discretion.

21. Association Structure

a) The Promoter shall as prescribed under the Relevant Laws,

- i. form Co Operative Housing Society of the Allottees of Flat/Shop/Office premises /units in the Building(as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Promoter may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.
- ii. form an apex organization (being either a co-operative society/condominium/limited company or combination of them) (“Apex Body”) for the entire development or separate apex association / Apex Body / Apex Bodies (being either a co-operative society/condominium /limited company or combination of them) (“Apex Bodies”) for each of residential and commercial zones, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the Relevant Laws.
- iii. with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in clause 21 below), the maintenance and management of the Project, without any reference to the Allottee/s and other occupants of the Project, even after formation of the association/Apex Body/Apex Bodies on such terms and conditions as the Promoter may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Promoter may, in its discretion provide suitable provisions in the constitutional

documents of the association/Apex Body/Apex Bodies.

- iv. Make provisions for payment of outgoings/CAM to the association & the Apex Body/Apex Bodies for the purposes of maintenance of Building in which the Flat/Shop/Office is located and the entire Project.
- b. Except Car Park(s) allotted by the Promoter in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee/s hereby declares and confirms that except for the Car Park(s) allotted by the Promoter, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developer / association / Apex Body, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Developer/the association/Apex Body shall deal with the parking space(s) in the manner association / Apex Body deems fit, subject to the terms of bye-laws and constitutional documents of the association / Apex Body / the Relevant Laws.
- c. The Promoter acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.
- d. The Allottee/s hereby acknowledge(s) and agree(s) that the Project is a part of a layout development and as such the Promoter would be conveying only the built-up area of the Building to the association formed of the individual building(s)/wing(s) and the underlying Project Land would be conveyed to the society/Apex Body / Apex Bodies formed of the association, which shall be in accordance with the timelines stipulated under the Relevant Laws. The Promoter shall convey its title in respect of the Project Land to the association / Apex Body / Apex Bodies within such period as the Promoter may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Project Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the apartments/flats/premises / commercial office / units in the said Building/s / Wing/s and receipt of the entire consideration in respect

thereof. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Project Land to the association or Apex Body / Apex Bodies (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Promoter from time to time.

- e. The Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / Apex Body / Apex Bodies drafted/adopted by the Promoter for the association, necessary for the formation and registration of the association / Apex Body / Apex bodies within 10 (ten) days from intimation by the Promoter . The Allottee/s agree(s) not to object to any changes/amendments made by the Promoter in the draft/model bye-laws/memorandum and articles of association / Apex Body / Apex Bodies for the association. The Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Promoter and the other Allottees of Flat/Shop/Office in the Building(s)/Wing(s). The Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / Apex Body / Apex Bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Allottee/s, if any changes or modifications are made in the draft bye-law of the association / Apex Body / Apex Bodies by the Promoter as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Allottee/s hereby authorize(s) the Promoter to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.
- f. The Promoter may become a member of the association / Apex Body / Apex Bodies to the extent of all unsold and/or unallotted Flat/Shop/Office areas and spaces in the Building(s)/Wing(s).
- g. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all Allottees of Flat/Shop/Office in the building/s / wing/s in the same proportion as the total area of the Flat/Shop/Office bears to the

total area of all the Flat/Shop/Office in the said building/s / wing/s.

22. Facility Management Company

- a) By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Promoter of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building. (including the Allottees proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ Apex Body / Apex Bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/ arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Promoter to appoint the first Facility Management Company in the Project and post formation of the society / association / Apex Body, as the case may be, the Promoter will novate the facility management agreement ("FM Agreement") in favor of the society / association / Apex Body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / Apex Body / Apex Bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.
- b) The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.
- c) The Allottee/s further agree(s) and undertake(s) to be bound from time

to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Flat/Shop/Office by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other Allottees of Flat/Shop/Office in the Building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other Allottees of Flat/Shop/Office in this regard.

23. Fit out Manual

a. The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / Apex Body / Apex Bodies (“Fit-Out Manual”) and without causing any disturbance, to the other Allottees of Flat/Shop/Office in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat/Shop/Office or the Building, the Promoter shall be entitled to call upon the Allottee/s to rectify the same and to restore the Flat/Shop/Office and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Flat/Shop/Office or the Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Flat. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter(i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat/Shop/Office or the Building(s) /Wing(s) /Tower(s) and (ii) for all costs and expenses incurred by the Developer /Owner for instituting any legal proceedings for recovery of such costs/charges and

expenses incurred by it for rectification/restoration to the Flat/Shop/Office or the Building(s)/Wing(s)/Tower(s).

b. Upon the possession of the Flat/Shop/Office being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoter, its engineers, workmen, laborer's or architects to enter upon the Flat/Shop/Office by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Flat/Shop/Office provided the Flat/Shop/Office is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Promoter shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the Flat/Shop/Office as aforesaid. If the Flat/Shop/Office is closed and in the opinion of the Promoter any rectification or restoration is necessary in the interest of the Building and/or Allottees therein, the Allottee/s consent(s) to the Developer to break open the lock on the main door/entrance of the Flat/Shop/Office and the Promoter shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the Flat/Shop/Office.

24. Representations and Warranties of the Promoter

The Promoter hereby represents and warrants to the Allottee/s to the best of its knowledge as on date as follows:

- i. The Promoter has clear and marketable title with respect to the Project Land; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Flat/Shop/Office or Project Land or the Project except those disclosed in the title report, if any;
- iv. There are no litigations pending before any Court of law with respect to

the land or Project except those disclosed in the title report and the RERA website;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the Flat/Shop/Office which will, in any manner, adversely affects the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoters not restricted in any manner whatsoever from selling the Flat/Shop/Office to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.

25. It is clearly understood and agreed by the Parties that –

- a) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of Flat/Shop/Office in the Building(s)/Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/ flat(s) / premises / units in building constructed on the Project Land till such time the Project Land is handed over to the association/society/condominium/limited company / Apex Body/Apex Bodies.
- b) Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of Flat/Shop/Office to be executed in respect of the sale/transfer of Flat/Shop/Office in the buildings to be constructed on the Land. The Allottee/s hereby expressly consents to the same.

26. Brand Name & Project Name

- a) It is agreed by the Allottee/s that the name of the Project “**Lamer Regency**” or of the individual towers may be changed at the sole discretion of the Promoter in accordance to the Relevant Laws.
- b) It is further agreed by the Allottee/s that the association of the brand name “La Mer” (in its registered logo form) or a combination of words with prefix as “La Mer” (“**Lamer Regency**”) shall at all times be subject to the sole control of La Mer Developer Pvt Ltd. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the

concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless La Mer Developer Pvt. Ltd. has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project including Project Land and the Building. However, it shall be the sole discretion of La Mer Developer Pvt. Ltd. to associate its name / Brand name with the association / Apex Body / Apex Bodies (which would be formed gradually), on such terms and conditions as may deem fit by La Mer Developer Pvt. Ltd. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the La Mer Developer Pvt. Ltd. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by La Mer Developer Pvt. Ltd. The Allottee/s and the association / Apex Body / Apex Bodies of the Flat/Shop/Office Allottees shall not be entitled to change the name of the Project / Building/s without written consent of La Mer Developer Pvt. Ltd.

27. Representations by Third Parties

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

28. Transfer

Only after (i) payment of minimum 75% percent of the Total Consideration by the Allottee/s and (ii) a term of 24 (Two) years (i.e. Twenty Four months) has elapsed from the date of allotment letter dated __, whichever is later, the Allottee/s may transfer his rights, title and interest in the Flat /Shop/Office under this Agreement to any third person / entity after obtaining prior written consent of the Promoter . Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter , payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer /

administrative fee of Rs. _____/- (Rupees _____ only) per square meter plus taxes as applicable on the Total Area of the Flat/Shop/Office to the Promoter. Further, the Promoter reserves the right to allow such transfer at its sole discretion. Said transfer shall be subject to Balance Payment within stipulated time.

29. Obligations, Covenants, Representations of Allottee/s

a) The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Flat/Shop/Office may come, hereby covenants, represents with the Promoter as follows:-

- (i) To maintain the Flat/Shop/Office at the Allottee/s's own cost in good and tenable repair and condition from the date of possession of the Flat/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Shop/Office is situated and the Flat/Shop/Office itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Flat/Shop/Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Shop/Office is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Shop/Office is situated, including entrances of the building in which the Flat/Shop/Office is situated and in case any damage is caused to the building in which the Flat/Shop/Office is situated or the Flat/Shop/Office on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Flat/Shop/Office and maintain the Flat/Shop/Office in the same

condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Office is situated or the Flat/Shop/Office which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Flat/Shop/Office or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Flat/Shop/Office or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat/Shop/Office is situated nor shall demand partition of the Allottees interest in the Flat/Shop/Office and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Office and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Flat/Shop/Office without the prior written permission of the Promoter and/or the society or the limited company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the land and the building in which the Flat/Shop/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop/Office in the compound or any portion of the land and the building in which the Flat/Shop/Office is situated.
- (vii) That the dry and wet garbage shall be separated and the wet

garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of Panvel Municipal Corporation.

- (viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Shop/Office is situated.
- (ix) To bear and pay (i) increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop/Office by the Allottee/s for any purposes other than for the purpose for which it is sold; and (ii) charges, if any applicable in relation to the payment/s made in terms hereof using credit cards, debit cards or any other modes of payment.
- (x) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of apartment(s)/ Flat/Shop/Office (s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (xi) Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flat/Shop/Office or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Developer/association/concerned authorities;
- (xiii) After possession of the Flat/Shop/Office is handed over the Allottee/s, the Allottee/s may insure the Flat/Shop/Office from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire,

riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

- (xiv) The Allottee/s and/or the Promoter shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- (xv) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop/Office until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- (xvi) The Allottee/s shall observe and perform all the rules and regulations which the society or the limited company or Apex Body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/Apex Body/federation regarding the occupancy and use of the Flat/Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) Till a conveyance of the structure of the building in which Flat/Shop/Office is situated is executed in favour of society/limited society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xviii) Till a conveyance of the Project Land is situated is executed in

favour of Apex Body or federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.

(xix) Usage of Flat/Shop/Office Areas & Car Parks by

Allottee The Allottee/s agree(s) to use the Flat/ or any part thereof or permit the same to be used only for the purpose of residence only. And Shop or any part thereof or permit the same to be used only for the purpose of legal permitted business and Office for an office /Professional Services only The Allottee/s further agree(s) to use the garage or parking space only for the purpose of keeping or parking car.

(xx) The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Flat/Shop/Office / mock flat/ Shop/ Office if any and its color, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire the Flat/Shop/Office in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.

(xxi) The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Flat/Shop/Office in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(xxii) Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim

against Promoter or seek cancellation of the Flat/Shop/Office or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

(xxiii) The Allottee/s agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat/Shop/Office and/or Car Park(s) by concerned authorities due to non-payment by the Allottee/s or any other apartment/Flat/Shop/Office Allottee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

(xxiv) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause of this Agreement or as and when demanded by the Promoter.

30. Rights of the Promoter

a) Developer's obligation for obtaining occupation certificate (OC)/completion certificate (CC) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat/Shop/Office to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat/Shop/Office.

b) **Hoarding rights**

The Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / ApexBody / Apex Bodies and the Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the association / Apex Body / Apex Bodies for placing / putting up the

hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

c) **Retention**

Subject to, and to the extent permissible under the Relevant Laws, the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartment/flats in the Project which may be subject to different terms of use, including as a guest house / corporate apartment/flat/shop/office.

d) **Unsold apartment/Flat/Shop/Office**

All unsold and/or unallotted apartment(s) /flat(s) / premises / units, areas and spaces in the Building /Residential Complex, including without limitation, parkingspaces and other spaces in the basement and anywhere else in the Building / Project and Project Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project Land and the Building / Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

e) The Promoter shall without any reference to the Allottee/s, association/ Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different apartment(s) / Flat/Shop/Office in the Building / Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association / Apex Body / Apex Bodies. The Allottee/s and / or the association / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided

for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

f. Ground /Podiums/First Floor

The Allottee/s hereby consents to the Promoter dividing the Ground Floor and First other than shop/office/Flat area into car parking spaces, store rooms, storage spaces and amenities as disclosed and any other areas as may be decided by the Promoter . The Promoter shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Project to the extent permissible under the Relevant Laws.

g. Assignment

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

h. Additional Construction

The Allottee hereby consents that the Promoter shall be entitled to construct any additional area/structures in the Project as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association / Apex Body / Apex Bodies, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Project.

i. Mortgage & Security

The Promoter if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Flat/Shop/Office allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Flat/Shop/Office provided the Promoter

shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association / Apex Body / Apex Bodies in accordance with Clause _above. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/Shop/Office agreed to be transferred hereunder.

31. Appointment of vendors for internet and cable facility.

The Promoter has informed the Allottee/s and the Allottee/s is/are aware & agree that in order to provide a common and better quality service the Promoter shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Allottee/s and /or other occupants of apartment(s)/flat(s)/premises/units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Allottee/s and/or occupants of apartment(s) /flat(s) / premises /units in the Building and/or the association / Apex Body / Apex Bodies shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

32. Right of Allottee/s to the Flat/Shop/Office and Common Areas

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Shop/Office or of the said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat/Shop/Office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/limited company or other body and until the Project Land is transferred to the said Society/ Apex Body / federation as the case may be and as hereinbefore mentioned.

33. Binding effect

Executing this Agreement with the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter until the Allottee/s appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter .

34. Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

35. Provisions of this Agreement applicable to the Allottee/s / subsequent Allottee/s

It is clearly understood and so agreed by and between the Parties hereto that all

the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat/Shop/Office for all intents and purposes.

36. Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

37. Waiver

Any delay tolerated or indulgence shown by the Promoter , in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Promoter , shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Promoter .

38. Method of calculation of proportionate share wherever referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the Carpet Area of the Flat/Shop/Office to the carpet area of all the apartment(s)/flat(s) /Shop/Office in the Project.

39. Further assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments

and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. Place of execution

The execution of this Agreement shall be complete only upon its execution by the Allottee/s and the Promoter through its authorized signatory of the Promoter at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Panvel

41. Present for registration

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

42. Notices

a). Any notice, demand or other communication including but not limited to the Allottee's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned in **Annexure D -1** or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

b) In case of more than one Allottee/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee/s onto the above mentioned address or any address later notified by the first mentioned Allottee/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee/s and the same shall fully and effectively discharge the Promoter of its obligation in this regard.

C) In case of change of address of the Allottee/s, the same shall be informed to the Promoter well in advance by the Allottee/s.

43. Satisfied with the Promoter 's title

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

44. Joint Allottee/s

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/s.

45. Stamp duty and Registration charges

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s only.

46. Disputes

In case any dispute arises between the parties by virtue of this agreement the Parties shall try to settle their disputes amicably if it is not settled then both parties shall have option to approach competent authority as per Governing Law.

47. In case found any typographical error in the agreement same shall be rectified by making all necessary correction with the consent of the parties.

48. Governing Law

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

THE FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF PROJECT LAND

ALL THOSE Piece or parcels of open land under Town Planning Scheme of Panvel (T.P.S. (I) FINAL) bearing Plot No. 493, forming a part of Survey Nos. 439, Hissa No. 2 of Panvel, Area Admeasuring 3977 Sq. Mtr. situated at Panvel within the limits of Panvel Municipal Corporation and within the Limits of District Raigad (M.S.) 410206 boundaries of the said land bounded as follows :-

Towards East	:	Final Plot No. 494 & Final Plot No.496
Towards West	:	Plot No. 491 & Road
Towards North	:	60 Ft Wide Road
Towards South	:	30 Ft Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Apartment /Shop and Parking Space/s)

All that the proposed Flat/Shop/Office bearing no. , admeasuring square meters along with open balcony area attached to the Apartment is square meters, and Open terrace area attached to the Apartment is square meters, / - on Floor, wing of the Project Known as Lamer Regency , together withvehicle Parking Space/s.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement at in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED PROMOTERS)

La Mer Developers Private Limited)

Through its Authorized Signatory) -----

Sign and left hand Thumb Impression

SIGNED SEALED AND DELIVERED)

BY THE WITHIN NAMED ALLOTTEE)

) -----

Sign and left hand Thumb Impression

) -----

Sign and left hand Thumb Impression

) -----

Sign and left hand Thumb Impression

In the Presence of

1. -----

2. -----

Promoter

Allottee

RECEIPT

Received with thanks from Allottee Shri/ Smt _____ Adult, and Indian Inhabitant, has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Unit No. _____, on _____ floor in the Building “ ” wing, in the project known as “ La Mer Regency ” to be constructed on all that piece and parcel of land more particularly described in FIRST SCHEDULE to this Agreement for sale.

Sr. No.	Date	Cheque No.	Cheque Amount	Bank Name And Branch

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Housiey.com

List of Annexures

A	The authenticated copies of Certificate of Title Certificate issued by the Advocate of the Promoter,
B	The authenticated copies of Property card and other relevant revenue record
C	The authenticated copies of the commencement certificate
C-1	Layout Plan of the Project Land
C-2	The authenticated copies of the Approved floor Plan
D	Drawing map Apartment /Shop/ Unit agreed to be purchased by the Allottee
D-1	Details of Apartment/ Shop to be Agreed to Purchase by Allottee with other details
D-2	Payment Schedule
D-3	Other Charges
E	List of Common Amenities
E-1	List of Fitting and Fixtures of the Apartment
F	Rera Registration Certificate

Annexure 'D-1'

Clause Sr.No.		Particular									
(1).	Project	La Mer Regency									
(2).	Apartment	Apartment bearing No.____, on _____Floor of the Project, admeasuring about;									
		<table border="1"> <thead> <tr> <th></th> <th>Square Meters</th> <th>Square Feet</th> </tr> </thead> <tbody> <tr> <td>Balcony Open</td> <td></td> <td></td> </tr> <tr> <td>Natural Terrace</td> <td></td> <td></td> </tr> </tbody> </table>		Square Meters	Square Feet	Balcony Open			Natural Terrace		
	Square Meters	Square Feet									
Balcony Open											
Natural Terrace											
(3).	Purchase Price / Apartment / Shop										
(4)	Parking No.										
(5).	Parking Purchase Price	Rs. _____/- (Rupees _____ Only)									
(6)	Total Amount Purchase Price	Rs. _____/- (Rupees _____ Only)									
(7).	Date of Possession	On or before <u>31st Marchj 2027</u>									
(6).	Name & Postal address of the Allottee/s										

(8).	Postal address of the Promoter	
(9).	E-mail address of the Allottee/s. & Mob No.	
(10).	E-mail address of the Promoter.	
(11).	Permanent Account Numbers of the Promoter	
(12).	Permanent Account Numbers of the Allottee/s	

Promoter

Allottee

Annexure 'D-2'

PAYMENT SCHEDULE

S. NO.	PARTICULARS	%	AMOUNT
1	On Booking of Flat		
2	On or Before Commencement of Work		
3	On or Before Completion of 1 st Slab For Basement		
4	On or Before Completion of 2 nd Slab For Basement Or Plinth Competition		
5	On or Before Completion of 1 st Slab		
6	On or Before Completion of 2 nd Slab		
7	On or Before Completion of 3 rd Slab		
8	On or Before Completion of 4 th Slab		
9	On or Before Completion of 5 th Slab		
10	On or Before Completion of 6 th Slab		
11	On or Before Completion of 7 th Slab		
12	On or Before Completion of 8 th Slab		
13	On or Before Completion of 9 th Slab		
14	On or Before Completion of 10 th Slab		
15	On or Before Completion of 11 th Slab		
16	On or Before Completion of 12 th Slab		
17	On or Before Completion of 13 th Slab		
18	On or Before Completion of Brick Work		
19	On or Before Completion of Plaster Work		
20	On or Before Completion of Plumbing, Electric & Flooring work		
21	On Possession of Flat/Shop/Office		
	Total		

- Above payments are excluding tax as applicable time to time.

Annexure D - 3

The Purchaser/s shall on or before delivery of possession of the said Flat/Shop/Office deposit and keep deposited with the Developer/Owner the following amounts,

Sr.No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ___ months.	
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with Developer / service provider, as may be directed by the Developer/Owner	
(iii)	Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body	
(iv)	Estimate amount for formation and registration of the society or limited company / federation / Apex Body	
(v)	Estimate amounts for deposit towards water connection charges	
(vi)	Estimate amounts for deposit towards electric connection charges	
(vii)	Estimate amounts for deposit towards gas connection charges	
(viii)	Estimate amounts for deposit towards other utility / services charges	
(ix)	Estimate amounts for deposits of electrical receiving and sub-station in the Layout	
(x)	Estimate amount towards proportionate share of taxes and other charges / levies in respect of the society or limited company / federation / Apex Body	
(xi)	Estimate amounts towards legal charges for documentation which shall be payable _____	
	Total:	

Annexure E

Amenities List:

Common Amenities

1. Swimming pool
2. Gym
3. Steam Room
4. Children's Play Area
5. Walking Track
6. Yoga and Meditation Spaces in Sky Garden
7. DG Back-up [Generator] for Common amenities, Lift and water supply
8. Lights in Common Area
9. Society office
10. Rainwater Harvesting System
11. Security Cabin
12. Fire Fighting system
13. CCTV for common areas and lifts
14. Lift Facility

Housiey.com

Annexure E-1

Apartment Amenities:

1. French Aluminum Section Window with mosquito nets
2. Vitrified Tiles
3. Sanitary Fittings of Luxury Brands with Full height in Toilets
4. Concealed plumbing with superior quality C.P. Fittings
5. Granite Kitchen platform with sink and 4'designer tiles dado
6. Decorative main door
7. High quality acrylic paint externally and plastic emulsion on internal walls
8. Gypsum finish for internal walls
9. Intercom service in all flats
10. Branded Electricals Fittings & Copper Wirings & ELCB

Housiey.com

Annexure F
MAHARERA REG CERTIFICATE

Housiey.com